



ERNIE FLETCHER
GOVERNOR

**OFFICE OF THE GOVERNOR
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT**

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STEVE ROBERTSON
COMMISSIONER

May 12, 2006

The Honorable Jerry E. Abramson
Mayor, Louisville Metro Government
Louisville Metro Hall
527 West Jefferson Street
Louisville, Kentucky 40202

Dear Mayor Abramson:

On behalf of Governor Ernie Fletcher, I want to congratulate you and your metro government on your selection as a recipient of Kentucky Body Armor Program funds. The Governor's Office of Local Development (GOLD) has given preliminary approval to your application request in the amount of \$71,165.00 for 215 units for sworn officers of your county sheriff's department.

A Memorandum of Understanding, Two-Party Agreement, must now be completed between your community and the Commonwealth in order to issue these funds. A copy of the agreement is enclosed for review and execution by the appropriate officials. An additional part of this agreement is a resolution by your metro council that authorizes you to enter into the agreement.

Please return both the enclosed executed agreement along with a copy of the resolution as soon as possible to the attention of the Kentucky Body Armor Program at the GOLD address listed above. If you have any questions or comments, please contact Gene Kiser at (502) 573-2382.

Sincerely,

Steve Robertson
Commissioner

Enclosures

c: Sheriff John E. Aubrey (No Enclosures)



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Kentucky Body Armor Program

Information Sheet

Congratulations on your approval for funds from the Kentucky Body Armor Program for the sworn law enforcement officers of your department.

Before you can receive the actual funds the following will happen:

1. The mayor, judge/executive or president, along with the attorney for the city, the county or the university, will need to sign the grant agreement and return it to the Governor's Office for Local Development (GOLD). **NOTE: Do not date the grant agreement. This will be done when the agreement is fully executed by GOLD.**
2. When returning the grant agreement to GOLD, include a copy of the authorization of the city council or fiscal court for the mayor or judge/executive to sign the grant agreement. **This is NOT required for universities.**
3. Upon receipt, GOLD staff will enter the grant agreement into the state's electronic grants management system. This will automatically send the grant agreement to the Kentucky Finance Cabinet and to the Legislative Research Commission (LRC).
4. The Contracts Subcommittee of the LRC meets on the second Tuesday of every month to consider all contracts and grant agreements. Depending on when GOLD receives your grant agreement determines if your grant agreement will be review at the next month's meeting or the following month.
5. Upon notice of approval by the LRC and the Kentucky Finance Cabinet, GOLD requests that a check be issued.
6. The check, along with the fully signed grant agreement, will be mailed to the mayor, judge/executive or university president.
7. The majority of checks issued to county governments are issued to fiscal court for transfer into the sheriff's account.

If you have any questions about this process, please do not hesitate to contact Gene Kiser or Edwin Scott at (502) 573-2382.

MEMORANDUM OF AGREEMENT

between the

**COMMONWEALTH OF KENTUCKY
OFFICE OF THE GOVERNOR
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT**

and the

**LOUISVILLE METRO GOVERNMENT KENTUCKY
(Jefferson County Sheriff Department)**

THIS MEMORANDUM OF AGREEMENT (hereinafter "the agreement"), by and between the Commonwealth of Kentucky, Office of the Governor, Governor's Office for Local Development (hereinafter "Commonwealth"), with address at 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601 and the Louisville Metro Government, Kentucky, with address of Louisville Metro Hall, 527 West Jefferson Street, Louisville, Kentucky 40202, (hereinafter "the Metro Government") is made and entered into as of the date last executed by the parties thereto as evidenced by the dates written below.

WHEREAS, KRS 16.220 establishes a fund in the Governor's Office for Local Development to provide for Body Armor for sworn peace officers of city, county, charter county and urban-county police departments, public university safety and security departments organized pursuant to KRS 164.950, sheriff's department and service animals, as defined in KRS 525.010 and for the purchase of firearms or ammunition.

WHEREAS, the Metro Government in the form of the Jefferson County Sheriff Department has made application with the Commonwealth for a grant for such purposes; and

WHEREAS, a committee appointed by the Commissioner of the Governor's Office for Local Development has reviewed the applications of all agencies that have applied for grant funds for such purposes and has made its recommendations to the Commonwealth;

NOW, THEREFORE, in consideration of the mutual covenants, commitments, and conditions contained herein, the Commonwealth and the Metro Government agree as follows:

1 – EFFECTIVE DATES OF THE AGREEMENT

- A. This agreement shall be effective only upon filing with the Government Contract Review Committee of the Legislative Research Commission. The agreement shall continue in effect through **June 30, 2008**, unless terminated at an earlier date in accordance with the terms set forth herein. The terms of this agreement may be renewed or extended upon mutual written agreement duly executed by the parties.
- B. This agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the agreement that occurs prior to the termination.

2 - OBLIGATIONS OF THE COMMONWEALTH

The Commonwealth covenants and agrees, conditioned upon the timely performance by the Metro Government of its obligations herein, to undertake the following obligations:

- A. The Commonwealth shall, subject to the availability of appropriate funds, pay the County Sheriff's Department the sum of Seventy-One Thousand One Hundred and Sixty-five dollars (\$71,165.00).

Payments pursuant to this agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the secretary.

- B. The Commonwealth shall cooperate fully with the Metro Government in order to facilitate the obligations set out in this memorandum.

3 - OBLIGATIONS OF THE METRO GOVERNMENT

The Metro Government covenants and agrees to undertake the following obligations:

- A. The Metro Government agrees that all funds received from the Commonwealth in accordance with this agreement shall be used solely for the purchase of body armor for sworn officers.

- B. The Metro Government agrees that body armor purchased using these funds shall meet or exceed standards issued by the National Institute of Justice for body armor.
- C. The Metro Government agrees that funds received from the Commonwealth in accordance with this agreement shall not be used to replace existing body armor unless that body armor has been in actual use for a period of five (5) years or longer or has been so damaged that it is no longer serviceable.
- D. The Metro Government shall use its own procurement procedures that reflect applicable state and local laws for all purchases of body armor in accordance with this agreement.
- E. The Metro Government shall retain all records relating to this agreement until the records are audited by the Commonwealth, or for three years after the Project has been closed out by the Commonwealth, whichever occurs first.
- F. The Metro Government shall cooperate fully with the Commonwealth and provide any documentation requested by the Commonwealth in order to facilitate the obligations set out in this agreement.
- G. The Metro Government shall be responsible for the expenditure of funds in accordance with all applicable laws. Any unauthorized or improper expenditure of funds or expenditure of funds other than in accordance with the terms of this agreement shall be deemed default of this agreement by the Metro Government.
- H. The Metro Government shall repay the Commonwealth all funds that are not spent in accordance with this agreement and appropriate laws.

4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this agreement is necessary. The failure of any party to fulfill its obligations under this agreement or the failure of any event to occur by a date established by this agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.
- B. In the event of default by the Metro Government, including the failure to meet any time deadlines set out in this memorandum, the Commonwealth may declare this agreement void from the beginning without further obligation to the Metro Government and may commence appropriate legal or equitable action to enforce its rights under this agreement including action for recovery of funds expended hereunder.

- C. Except as may otherwise be provided herein, the parties to this agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

5 - MISCELLANEOUS PROVISIONS

- A. This agreement may be signed by each party upon a separate copy, and in such case one counterpart of this agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.
- C. The terms and conditions of this agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.
- D. This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Time is of the essence in the performance of each of the terms and conditions of this agreement.
- F. The parties agree that any suit, action, or proceeding with respect to this agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

- G. All notices, requests, demands, waivers, and other communications given as provided in this agreement shall be in writing, and shall be addressed as follows:

If to the Commonwealth: Governor's Office for Local Development
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
ATTENTION: Gene Kiser

If to the Metro Government: Louisville Metro Government
Louisville Metro Hall
527 West Jefferson Street
Louisville, Kentucky 40202
ATTENTION: Mayor Jerry E. Abramson

- H. The Commonwealth may audit or review all documentation and records of the Metro Government relating to this agreement pursuant to the provisions of KRS 45A.150.
- J. The Metro Government agrees that the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

IN WITNESS WHEREOF, the Commonwealth and the Metro Government have executed this memorandum as of the dates written below.

LOUISVILLE METRO GOVERNMENT

COMMONWEALTH OF KENTUCKY

DATE: _____

DATE: _____

Jerry E. Abramson, Mayor

Steve Robertson, Commissioner
Governor's Office for Local Development

Examined as to form and legality only:

Examined as to form and legality only:

Counsel for Louisville Metro Government

Counsel for Governor's Office
for Local Development